

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MD9-5041-1090		PAGE 1 OF 21	
2. CONTRACT NO. W912DW-05-P-0198		3. AWARD/EFFECTIVE DATE 01-May-2005		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DW-05-Q-0066	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SUSAN M VALENZUELA			b. TELEPHONE NUMBER (No Collect Calls) 206-764-6691		6. SOLICITATION ISSUE DATE 15-Apr-2005
9. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329 TEL: 206-764-3772 FAX: 206-764-6817		CODE W912DW		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS NET 30 DAYS	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
						13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO HYDROLOGY & HYDRAULICS BRANCH 4735 E. MARGINAL WAY S. SEATTLE, WA 98134-2385		CODE G3L0H00		16. ADMINISTERED BY USA ENGINEER DISTRICT, SEATTLE SUSAN VALENZUELA PH:206-764-6691 FAX: 206-764-6817 SUSAN.M.VALENZUELA@US.ARMY.MIL SEATTLE WA			
17a. CONTRACTOR/OFFEROR AQUATIC RESEARCH INC STEVEN LAZOFF 3927 AURORA AVENUE N SEATTLE WA 98103 TEL. 206/632-2715		CODE 1NTE3 FACILITY CODE 1NTE3		18a. PAYMENT WILL BE MADE BY US ARMY CORPS OF ENGRS FINANCE CENTER CEFC-AO-P 901-874-8556 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$20,020.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
				<i>Elaine M Ebert</i>		11-May-2005	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ELAINE M EBERT / CONTRACTING OFFICER TEL: (206) 764-3638 EMAIL: elaine.m.ebert@usace.army.mil			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 21	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42a. RECEIVED BY (Print)			
			42b. RECEIVED AT (Location)			
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	
41c. DATE						

Section SF 1449 - CONTINUATION SHEET

NOTES

Completion Date: No Later Than 31 December 2005

Web Invoicing System (WInS)

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WinS is accomplished through the following DFAS website: <https://ecweb.dfas.mil>

At the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

All invoices are to be submitted in accordance with the instructions above, or mailed to:

US ARMY CORPS OF ENGRS FINANCE CENTER
CEFC-AO-P 901-874-8556
5722 INTEGRITY DRIVE
MILLINGTON TN 38054-5005

A courtesy copy of all invoices is to be mailed to:

US ARMY CORPS OF ENGINEERS, SEATTLE DISTRICT
Attn: EC-TB-HH, Attn: Louis Read
P.O. Box 3755
Seattle, WA. 98124-3755

CF: CONTRACTOR: Dawn@IEHINC.com
CENWS-EC-TB-HH, Kent Easthouse
CENWS-EC-TB-HH, Louis Read
FILE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	\$20,020.00	\$20,020.00 NTE
	BASE YEAR - Water Quality Analytical Ser FFP Provide Professional, Non-Personal Services to include all labor, supplies and materials necessary to analyze water samples for the Water Quality Monitoring Program of the Seattle District in accordance with the Statement of Work titled "Water Quality Analytical Services" dated 15 April 2005 which is hereby attached and incorporated herein. PERIOD OF SERVICE: 01 May 2005 Through 31 December 2005. PARTIAL PAYMENTS AUTHORIZED in accordance with established rates incorporated herein. PURCHASE REQUEST NUMBER: W68MD9-5041-1090				
				NET AMT	\$20,020.00
	ACRN AA Funded Amount				\$20,020.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lump Sum		\$ NTE
OPTION	OPTION YEAR ONE (2006) FFP Provide Professional, Non-Personal Services to include all labor, supplies and materials necessary to analyze water samples for the Water Quality Monitoring Program of the Seattle District in accordance with the Statement of Work titled "Water Quality Analytical Services" dated 15 April 2005 which is hereby attached and incorporated herein. PERIOD OF SERVICE: 01 January 2006 Through 31 December 2006. PARTIAL PAYMENTS AUTHORIZED in accordance with established rates incorporated herein. This line item is not being awarded with the original contract award. If needed, a modification will be issued to extend the term of the contract and provide appropriate funding. PURCHASE REQUEST NUMBER: W68MD9-5041-1090				
				NET AMT	\$0.00
	ACRN AA Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lump Sum		\$ NTE
OPTION	<p>OPTION YEAR TWO (2007)</p> <p>FFP</p> <p>Provide Professional, Non-Personal Services to include all labor, supplies and materials necessary to analyze water samples for the Water Quality Monitoring Program of the Seattle District in accordance with the Statement of Work titled "Water Quality Analytical Services" dated 15 April 2005 which is hereby attached and incorporated herein.</p> <p>PERIOD OF SERVICE: 01 January 2007 Through 31 December 2007.</p> <p>PARTIAL PAYMENTS AUTHORIZED in accordance with established rates incorporated herein.</p> <p>This line item is not being awarded with the original contract award. If needed, a modification will be issued to extend the term of the contract and provide appropriate funding.</p> <p>PURCHASE REQUEST NUMBER: W68MD9-5041-1090</p>				
				NET AMT	\$0.00
	ACRN AB Funded Amount				\$0.00

FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AA:	96X49020000 082433	3230I00280NA	NA	96453
COST	000000000000			
CODE:				
AMOUNT:	\$20,020.00			
AB:	96X49020000 082433	2520I00280NA	NA	96453
COST	000000000000			
CODE:				
AMOUNT:	\$0.00			

RATES FOR CLIN 0001**BASE YEAR RATES:**

Total Phosporus	100 EA	\$15.00	\$1,500.00
Soluble Phosphorus	100 EA	\$20.00	\$2,000.00
Total Nitrogen	100 EA	\$35.00	\$3,500.00
Nitrate+Nitrite	100 WA	\$15.00	\$1,500.00
Ammonia	100 EA	\$15.00	\$1,500.00
Alkalinity	100 EA	\$15.00	\$1,500.00
Chlorophyll a	100 EA	\$30.00	\$3,000.00
Hardness	16 EA	\$0.00	\$0.00
Calcium	16 EA	\$10.00	\$160.00
Magnesium	16 EA	\$10.00	\$160.00
Potassium	16 EA	\$10.00	\$160.00
Sodium	16 EA	\$10.00	\$160.00
Sulfate	16 EA	\$15.00	\$240.00
Chloride	16 EA	\$15.00	\$240.00
Dissolved Aluminum	16 EA	\$30.00	\$480.00
Dissolved Arsenic	16 EA	\$20.00	\$320.00
Dissolved Cadmium	16 EA	\$20.00	\$320.00
Dissolved Chromium	16 EA	\$20.00	\$320.00
Dissolved Copper	16 EA	\$20.00	\$320.00
Dissolved Iron	16 EA	\$10.00	\$160.00
Dissolved Lead	16 EA	\$20.00	\$320.00
Dissolved Zinc	16 EA	\$10.00	\$160.00
Total Mercury	16 EA	\$60.00	\$960.00
Dissolved Organic Carbon	16 EA	\$40.00	\$640.00
PCB/Pesticide	2 EA	\$200.00	\$400.00
TOTAL BASE ITEMS			\$20,020.00

RATES FOR CLIN 0002**OPTION YEAR ONE RATES:**

Total Phosporus	100 EA	\$15.00	\$1,500.00
Soluble Phosphorus	100 EA	\$20.00	\$2,000.00
Total Nitrogen	100 EA	\$35.00	\$3,500.00
Nitrate+Nitrite	100 WA	\$15.00	\$1,500.00
Ammonia	100 EA	\$15.00	\$1,500.00
Alkalinity	100 EA	\$15.00	\$1,500.00
Chlorophyll a	100 EA	\$30.00	\$3,000.00
Hardness	16 EA	\$0.00	\$0.00
Calcium	16 EA	\$10.00	\$160.00
Magnesium	16 EA	\$10.00	\$160.00
Potassium	16 EA	\$10.00	\$160.00
Sodium	16 EA	\$10.00	\$160.00
Sulfate	16 EA	\$15.00	\$240.00
Chloride	16 EA	\$15.00	\$240.00
Dissolved Aluminum	16 EA	\$30.00	\$480.00
Dissolved Arsenic	16 EA	\$20.00	\$320.00
Dissolved Cadmium	16 EA	\$20.00	\$320.00
Dissolved Chromium	16 EA	\$20.00	\$320.00
Dissolved Copper	16 EA	\$20.00	\$320.00
Dissolved Iron	16 EA	\$10.00	\$160.00
Dissolved Lead	16 EA	\$20.00	\$320.00
Dissolved Zinc	16 EA	\$10.00	\$160.00
Total Mercury	16 EA	\$60.00	\$960.00
Dissolved Organic Carbon	16 EA	\$40.00	\$640.00
PCB/Pesticide	2 EA	\$200.00	\$400.00
TOTAL BASE ITEMS			\$20,020.00

RATES FOR CLIN 0003**OPTION YEAR TWO RATES:**

Total Phosporus	100 EA	\$15.00	\$1,500.00
Soluble Phosphorus	100 EA	\$20.00	\$2,000.00
Total Nitrogen	100 EA	\$35.00	\$3,500.00
Nitrate+Nitrite	100 WA	\$15.00	\$1,500.00
Ammonia	100 EA	\$15.00	\$1,500.00
Alkalinity	100 EA	\$15.00	\$1,500.00
Chlorophyll a	100 EA	\$30.00	\$3,000.00
Hardness	16 EA	\$0.00	\$0.00
Calcium	16 EA	\$10.00	\$160.00
Magnesium	16 EA	\$10.00	\$160.00
Potassium	16 EA	\$10.00	\$160.00
Sodium	16 EA	\$10.00	\$160.00
Sulfate	16 EA	\$15.00	\$240.00
Chloride	16 EA	\$15.00	\$240.00
Dissolved Aluminum	16 EA	\$30.00	\$480.00
Dissolved Arsenic	16 EA	\$20.00	\$320.00
Dissolved Cadmium	16 EA	\$20.00	\$320.00
Dissolved Chromium	16 EA	\$20.00	\$320.00
Dissolved Copper	16 EA	\$20.00	\$320.00
Dissolved Iron	16 EA	\$10.00	\$160.00
Dissolved Lead	16 EA	\$20.00	\$320.00
Dissolved Zinc	16 EA	\$10.00	\$160.00
Total Mercury	16 EA	\$60.00	\$960.00
Dissolved Organic Carbon	16 EA	\$40.00	\$640.00
PCB/Pesticide	2 EA	\$200.00	\$400.00
TOTAL BASE ITEMS			\$20,020.00

SOW**STATEMENT OF WORK**

***Seattle District Corps of Engineers
Water Quality Analytical Services
Water Year 2005
15 April 2005***

This scope of work is for water quality analytical services for water samples collected by the Seattle District Corps of Engineers. The services provided under this contract are divided into four sections: Scope of Work, Schedule, Deliverables, and Technical Evaluation Criteria.

Scope of Work

The Seattle District Corps of Engineers will collect water quality samples from date of award in May through December 2005. Water samples will be collected monthly at up to 6 stations. Analytical methods, detection limits and total number of samples to be analyzed are presented in Table 1. Laboratory analytical procedures that follow U.S. EPA approved methods (APHA et al. 1992, 2000; U.S. EPA 1983, 1984) and can meet the detection limits presented in Table 1 shall be deemed acceptable. These methods and detection limits will enable direct comparison of analytical results with these criteria. However, it is anticipated that extremely low concentrations of phosphorus, nitrogen, and mercury exists at district projects mandating that the water quality laboratory use ultra-clean analytical techniques and that the laboratory provide ultra-low detection limits for phosphorus, nitrogen, and mercury.

The laboratory will meet or exceed the following detection limits:

▪ Total Phosphorus	0.002 mg/L
▪ Soluble Reactive Phosphorus	0.001 mg/L
▪ Total Nitrogen	0.050 mg/L
▪ Nitrate + Nitrite Nitrogen	0.010 mg/L.

The laboratory will provide the following services:

- The laboratory will provide the Seattle District with pre-cleaned sample containers secured in a clean cooler for the required analysis.
- All sample containers, preservation techniques, and holding times used by the laboratory will follow Environmental Protection Agency (EPA 1990; EPA 1996) and Washington Department of Ecology (Ecology 2001) guidelines.
- The laboratory will follow standard chain-of-custody procedures.

- The laboratory will analyze all samples within the holding times outlined by the EPA (1990 and 1996) and Ecology (2001).
- The laboratory will report the analytical results to the Seattle District within 30 days.

Schedule

The laboratory's services will continue through December 31, 2005 with an option for 2006 and 2007. Water quality samples will be delivered to the lab at about monthly intervals from approximately May through December 2005.

Deliverables

The laboratory will provide the following deliverable format:

- A case narrative outlining the condition of the samples received, any difficulties encountered in processing the samples, and corrective actions.
- Chain of Custody documentation.
- A data summary included a tabular listing of concentrations and/or detection limits for all parameters. The data summary should also include any other pertinent information such as dilution factors, extract cleanups, surrogate recoveries etc.
- A QA summary including results of all quality control analysis, such as methodology, holding times, blanks, detection limits, laboratory duplicates, matrix spikes, and control standards.
- The laboratory will report the analytical results to the Seattle District within 30 days.

References

APHA, AWWA, WEF. 1992. Standard methods for the examination of water and wastewater. 18th edition. Edited by A.E. Greenberg, American Public Health Association; A.D. Eaton, American Water Works Association; and L.S. Clesceri, Water Environment Federation.

APHA, AWWA, WEF. 2000. Standard methods for the examination of water and wastewater. 20th edition. Edited by A.E. Greenberg, American Public Health Association; A.D. Eaton, American Water Works Association; and L.S. Clesceri, Water Environment Federation.

Ecology. 2001. Guidance for preparing quality assurance project plans for environmental studies. Publication No. 01-03-003, Washington State Department of Ecology, Olympia WA.

U.S. EPA. 1983. Methods for chemical analysis of water and wastes. EPA-600/4-79-020. U.S. Environmental Protection Agency, Environmental Monitoring and Support Laboratory, Cincinnati, Ohio.

U.S. EPA. 1984. Guidelines Establishing Test Procedures for the Analysis of Pollutants under the Clean Water Act; Final Rule and Interim Final Rule. U.S. Environmental Protection Agency. CFR Part 136. Friday, October 26, 1984.

U.S. EPA. 1990. Recommended protocols for measuring conventional water quality variables and metals in fresh water of the Puget Sound region. Puget Sound Estuary Program U.S. Environmental Protection Agency, Region 10, Office of Puget Sound, Seattle, Washington.

U.S. EPA. 1996. Recommended protocols for measuring selected environmental variables in Puget Sound. U.S. Environmental Protection Agency, Region 10, Office of Puget Sound, Seattle, Washington.

Table 1. Methods, detection limits, and total number of samples for the Seattle District water quality analyses.

	Matrix	Method Number ^a	Detection Limit/Unit	Number of Samples
Laboratory Chemical Parameters				
Total Phosphorus	Water	EPA 365.1	0.002 mg/L	100
Soluble Phosphorus	Water	EPA 365.1	0.001 mg/L	100
Total Nitrogen	Water	SM204500N	0.050 mg/L	100
Nitrate+Nitrite	Water	EPA 353.2	0.010 mg/L	100
Ammonia	Water	EPA 350.1	0.010 mg/L	100
Alkalinity	Water	EPA 310.1	1.00 mg/L	100
Chlorophyll a	Water	SM 10200	0.0001 mg/L	100
Hardness	Water	SM182340B	1.00 mg/L	16
Calcium	Water	EPA 200.7	0.100 mg/L	16
Magnesium	Water	EPA 200.7	0.100 mg/L	16
Potassium	Water	EPA 200.7	1.00 mg/L	16
Sodium	Water	EPA 200.7	0.50 mg/L	16
Sulfate	Water	EPA 375.4/EPA 300	1.00 mg/L	16
Chloride	Water	EPA 325.3/EPA 300	0.50 mg/L	16
Dissolved Aluminum	Water	EPA 202.2/EPA 200.7/EPA 200.8	0.005 mg/L	16
Dissolved Arsenic	Water	EPA 206.2/EPA 200.7/EPA 200.8	0.003 mg/L	16
Dissolved Cadmium	Water	EPA 213.2/EPA 200.7/EPA 200.8	0.0002 mg/L	16
Dissolved Chromium	Water	EPA 218.2/EPA 200.7/EPA 200.8	0.0020 mg/L	16
Dissolved Copper	Water	EPA 220.2/EPA 200.7/EPA 200.8	0.0010 mg/L	16
Dissolved Iron	Water	EPA 200.7	0.050 mg/L	16
Dissolved Lead	Water	EPA 239.2/EPA 200.7/EPA 200.8	0.0010 mg/L	16
Dissolved Nickel	Water	EPA 249.2/EPA 200.7/EPA 200.8	0.0020 mg/L	16
Dissolved Zinc	Water	EPA 200.7	0.005 mg/L	16
Total Mercury	Water	EPA 1631B	0.001 µg/L	16
Dissolved Organic Carbon	Water	EPA 415.2/EPA 9060	0.250 mg/L	16
PCB/Pesticide	Water	EPA 8082	0.0005 mg/L	2

^a SM method numbers are from APHA et al. (1992 and 2000); EPA method numbers are from U.S. EPA (1983 and 1984).
 mg/L Milligrams per liter
 µg/L Micrograms per liter

52.212-4

Contract Terms and Conditions--Commercial Items

OCT 2003

CLAUSES INCORPORATED BY FULL TEXT

Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

- ___ (ii) Alternate I (OCT 1995) of 52.219-7.
- ___ (iii) Alternate II (MAR 2004) of 52.219-7.
- ___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9
- ___ (iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- ___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
- ___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

____ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

____ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

____ (ii) Alternate I (JAN 2004) of 52.225-3.

____ (iii) Alternate II (JAN 2004) of 52.225-3.

____ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

____ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

____ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

____ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 31 December 2007.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR

database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)